



## **Section 1: Mississippi Interactive's Registration Agreement**

Thank you for your interest in Mississippi Interactive's services. To access certain services made available online you must register with Mississippi Interactive (MSI), the online service provider for the State of Mississippi.

To register, read all the information carefully, complete and sign this Agreement along with any other required forms. Return completed forms to the following address or email:

**Mississippi Interactive, LLC**  
Attn: Subscriptions  
2727 Old Canton Rd, Suite 100  
Jackson, MS 39216  
subscriptions@msegov.com

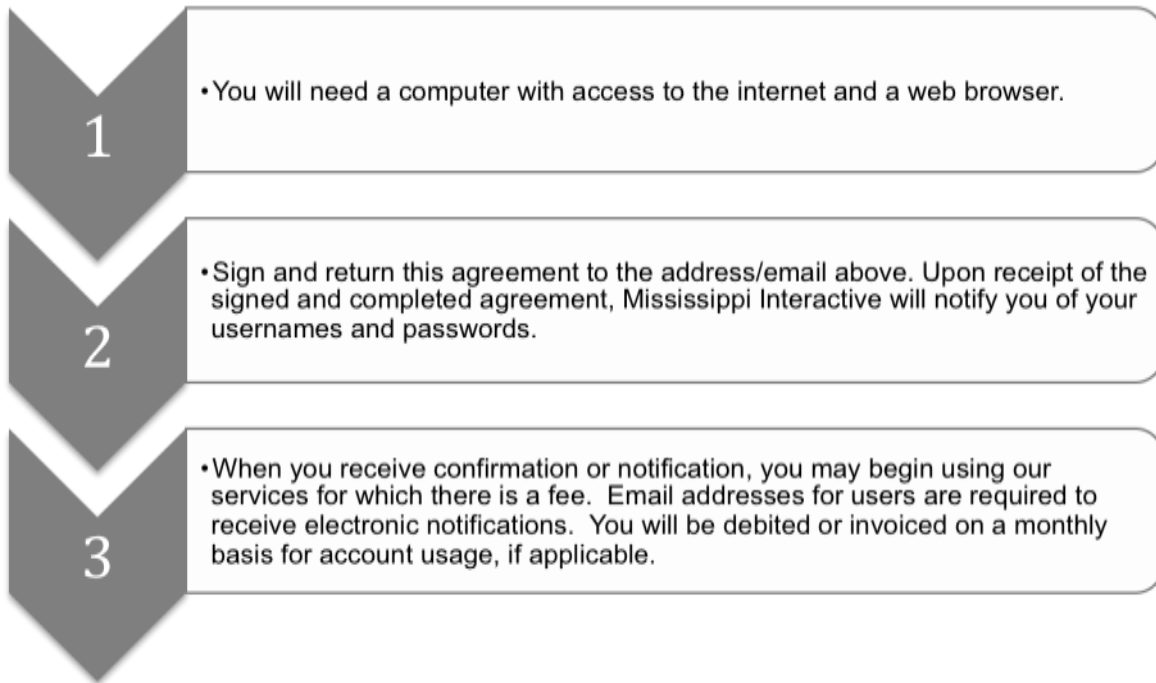
The annual Mississippi Interactive registration fee is \$95.00. Please include this amount with your initial registration. Thereafter, the annual renewal fee is \$95.00 and is billed to your monthly account automatically.

In addition to registration, certain Mississippi Interactive services have secondary registration, annual use, statutory and/or transaction usage fees associated with them. Please note that some services require additional forms and approvals.

These forms and information on all fees are provided as an attachment to this Registration Agreement or on the associated Internet pages. Any statutory or usage fees are billed on a monthly basis; annual registration and/or secondary registration fees will be billed on the first month's invoice.

If you have any questions regarding information contained within this Agreement, please contact Mississippi Interactive, LLC, at 601-351-5023 or email subscriptions@msegov.com.

**REGISTERING IS EASY**



<p><b>By my signatures, I have read and agree to the terms and conditions of Mississippi Interactive, LLC's Monthly Account Holder (if applicable) and Registration Agreement as presented. If signing this Agreement on behalf of an organization or company, I represent that I have authority to bind the organization or company to this Agreement.</b></p> <p>CUSTOMER SIGNATURE</p> <p>Signature _____ Date _____</p> <p>Print Name _____</p> <p>Title _____</p> <p>Phone # _____</p>	<b>FOR OFFICE USE ONLY</b>	
	MSI Account # _____	
	Classification _____	
	MSI Signature _____	General Manager
	Date _____	

## **Section 2: Registered User Information**

### **Mailing Address:**

Organization Name: \_\_\_\_\_

Attention: \_\_\_\_\_ Title: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City/State/zip:

Telephone:

Fax:

Type of Business:

### Billing Address:

Organization Name:

Attention:

Title:

Contact Email:

Address 1:

Address 2:

City/State/zip:

Telephone:

Fax:

Type of Business:

### Payment Method:

*Please select the payment method you wish you use for this service. **NOTE:** Payment by Credit Card is not accepted for the DPS-MVR service.*

☐ **Credit Card** *(Monthly usage fees are charged to credit card)*

**Please check Credit Card Type:** ☐ VISA ☐ MasterCard ☐ Discover ☐ AMEX

Card #

Exp. Date

☐ **Auto Check Option** *(Monthly usage fees are deducted from checking account)*

Bank Name

Routing #

Account #

☐ **Monthly Emailed Invoice**

*(Monthly charge is \$15.00 or actual usage fees; whichever is larger. Monthly statement sent via U.S. mail. **May not apply.**)*

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## Available Services:

*Please select the service desired*

☐ **DPS-MVR**, Mississippi Interactive is the exclusive agent for online access to Mississippi driver records. Authorized users pay the annual subscription fee and a \$14.00 fee for each record accessed. Completion of the Mississippi DPPA agreement is required.

☐ **Bulk Crash Reports**, Online access to Mississippi crash reports. Authorized users pay the annual subscription fee and a \$20.00 fee for each record accessed.

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Would you like to be notified when we have new online services?

☐ No

☐ Yes, e-mail to main contact

☐ Yes, e-mail to other: \_\_\_\_\_

To request Online Services that become available in the future, the Account Administrator may email their request to [Subscriptions@msegov.com](mailto:Subscriptions@msegov.com). The subject line should read, "Accessing Additional Services".

## Service Users:

This Registration Agreement allows for up to 10 user ID/Passwords. Please list each individual who is to have access to the requested service(s).

More users may be added by purchasing another registration packet. Each \$95.00 registration fee will allow for up to 10 additional users. For more than 10 users, please contact Mississippi Interactive.

**Name(s) to be registered to account:** By signing below, you acknowledge that you are and shall remain in compliance with applicable State and Federal laws and the contractual terms and conditions of the Monthly Account Holder Agreement below. Any person, who willfully and knowingly obtains, resells, transfers, or uses information in violation of the law shall be liable to any injured party for treble damages, reasonable attorney's fees, and costs. Other civil and criminal laws may also apply.

	Name	Email Address	Office Use Only – UN	Office Use Only - PW
1.	_____	_____		
2.	_____	_____		
3.	_____	_____		

4.	_____	_____		
5.	_____	_____		
6.	_____	_____		
7.	_____	_____		
8.	_____	_____		
9.	_____	_____		
10.	_____	_____		

## **Section 3: Terms and Conditions**

The Subscriber and Mississippi Interactive, LLC. (MSI) wish to contract for the provision of services from MSI to Subscriber as per the Terms and Conditions below. MSI provides online access, from terminals or personal computers, to a number of databases with related services. Subscriber wishes to use the services made available by MSI.

### **Terms and Conditions**

1. This Agreement sets forth the terms and conditions under which MSI will provide services to Monthly Account Holder.
2. MSI reserves the right to withdraw any service without consulting Monthly Account Holder prior to withdrawing such service and shall have no liability whatsoever to Monthly Account Holder in connection with deletion of any such service.
3. Monthly Account Holder acknowledges that he/she has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This Agreement, and other notices provided to Monthly Account Holder by MSI, constitutes the entire agreement between the parties. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this

paragraph. In the event Monthly Account Holder issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Monthly Account Holder's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.

#### 4. Conditions of Use

- a. Hours of Service: Service will be provided on a non-guaranteed basis seven (7) days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by MSI in its sole discretion.
- b. ID/Account Numbers: MSI will issue to the Monthly Account Holder a maximum of ten (10) ID/account numbers per annual fee. Monthly Account Holder is responsible for preserving the secrecy of his/her account numbers and to ensure that access to services and use of his/her ID/account numbers are controlled by him/her and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Monthly Account Holder is liable for any and all charges for services to his/her ID/account numbers whether or not authorized by Monthly Account Holder.
- c. Access: Monthly Account Holder is solely responsible for the selection and procurement of any equipment and communication lines.
- d. Copyright and Ownership of Information: Monthly Account Holder agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through MSI.
- e. Use of information: Monthly Account Holder agrees to abide by all applicable use statements and requirements outlined for access of information or services through MSI. Monthly Account Holder recognizes that each transaction and statement of use will be logged and retained for auditing purposes by MSI.
- f. Registration and/or online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Monthly Account Holder to gain access to those services.
- g. It is the sole responsibility of the Monthly Account Holder to notify MSI in writing of any and all terminations as it relates to Users with access to the account. Once notified, it will then become the responsibility of MSI to remove said User's access to the account.

#### 5. Payment

- a. Invoices for all services rendered will be prepared by MSI and provided by MSI to Monthly Account Holder. Rates shall be in accordance with the current MSI rate schedule. Terms of invoice payment shall be net twenty (20) days. Unpaid invoices following the net term shall be deemed Past Due.
- b. In addition to the rates contained herein, Monthly Account Holder shall pay MSI for all sales, use, and excise taxes incurred by MSI in providing services to Monthly Account Holder if applicable. MSI makes no representations as to the liability or exemption from liability of the Monthly Account Holder to any tax imposed by any governmental entity.
- c. Past due invoices may be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Monthly Account Holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
- d. Payment Options: (Monthly Account Holder selects one)
  - i. Auto Check Option – Monthly, a financial Institution automatically deducts the amount of usage and filing fees including any annual, monthly or quarterly registration fees out of a designated checking/banking account.
  - ii. Monthly Invoice – MSI bills Monthly Account Holder monthly usage and filing fees and bills on the appropriate month for any annual, monthly or quarterly registration fees.
- e. Default: An account is in default if it is past due for 60 days or if Monthly Account Holder should declare a bankruptcy or insolvency. In the event of default, MSI may, at its sole option, block the Monthly Account Holder from use of the account either temporarily or until the past due amount is paid or permanently block the Monthly Account Holder from use of the account, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent MSI from exercising this option at any other time or degree of delinquency.

#### 6. Limitation of Liability

- a. The remedies set forth in this Agreement are exclusive and in no event shall MSI, its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Monthly Account Holder for the services in connection with which a claim of liability is asserted or imposed.
- b. Monthly Account Holder agrees that MSI will not be liable for any claim or demand of any nature or kind whether asserted against MSI or against Monthly Account Holder by any third party, arising out of the services or materials provided or their use. Monthly Account Holder agrees to indemnify and hold MSI harmless from claims of third parties arising out of the Monthly Account Holder's use of the services or materials provided pursuant to this Agreement.
- c. MSI shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstances beyond its reasonable control, including problems with or delays caused by its database or other providers.
- d. No action or suit, regardless of form, other than an action for payments due MSI, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.
- e. MSI, the State of Mississippi, and all other parties who may from time to time provide information for access by MSI shall at no time be liable for any errors in or omissions from information available through MSI

#### 7. Warranty

- a. MSI makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While MSI strives for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
- b. Monthly Account Holder warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through MI.

#### 8. Rate/Fee Changes

- a. Rates/Fees are set forth in the Monthly Account Service Agreement insert and are established by MSI in its sole discretion (unless this Agreement is a fixed term Agreement as detailed in Paragraph 8b below.)
- b. The parties may enter into a fixed-term Agreement setting forth a set rate/fee for a specified term. Any such Agreement will be evidenced and detailed in writing.

#### 9. Renewals

User accounts renew annually automatically on the last day of their anniversary month unless MSI is notified in writing to the contrary. Some accounts may have an annual renewal that is not based on anniversary date and those accounts will automatically renew on a predetermined calendar period (i.e. January of every year). The appropriate annual fee will be applied in the billing for that month.

#### 10. Limitations

- a. Under no circumstances may Monthly Account Holder, or any other party acting by or through Monthly Account Holder or using Monthly Account Holder's ID/account number(s), use data received from or through MSI in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.
- b. Monthly Account Holder specifically recognizes and affirms that he/she, or any other party acting by or through Monthly Account Holder or using Monthly Account Holder's ID/account number(s), will comply with all applicable provisions of all federal and state laws governing privacy and information dissemination as a requestor of public information.
- c. Monthly Account Holder understands that his/her MSI service privileges may be terminated for a violation of this Agreement or of an applicable federal, state, local or other law or regulation, and further that he/she may be prosecuted for such violations.
- d. Monthly Account Holder agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Monthly Account Holder by MSI.

- e. Monthly Account Holder acknowledges that records of its access to for-fee Services will be maintained by MSI and are subject to audit and examination for compliance with applicable limitations on use.

#### 11. Single Use of Mississippi Driver Record

DPS-MVR Monthly Account Holder agrees, when obtaining a Mississippi Driver Record that Record can be used one time only, for one purpose, and it shall not supply that Record to more than one customer. To safeguard the security of such Records obtained from the Mississippi DPS, Account Holder certifies that it will not retain any Records obtained pursuant to this agreement, except that the Account Holder may retain copies of Records (1) to comply with retention requirements imposed by applicable laws; (2) for not more than 45 days solely for the purpose of multiple presentations to agents within the same carrier if, and only if, such Records will be used for the same purpose as was the first copy of said Record; and (3) for consumer disclosure purposes, in the instance of an adverse decision based on those Records, for no more than 120 days following each respective Record request.

#### 12. General

- a. Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into the Agreement. Each party further acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by it.
- b. Waiver: The waiver, modification, or failure to insist by MSI on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of MSI's right to performance of any such term or terms.
- c. Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- d. Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Mississippi as such laws are applied to contracts made and to be performed entirely in Mississippi, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Mississippi and in no other jurisdiction.
- e. Notices: All notices required under this Agreement must be in writing and directed to Mississippi Interactive, LLC as follows: Mississippi Interactive ATT: Deanna Gronlie, 200 S. Lamar Street, Suite 800; Jackson, MS 39201.
- f. Assignment: This Agreement is not assignable or transferable by Monthly Account Holder and any attempted assignment or transfer shall be null and void and of no force or effect. MSI may assign this Agreement and/or the payments due to MSI without notice to or requirement for Monthly Account Holder's permission or approval.